

The General terms and conditions and the following terms and conditions all apply to this section.

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## Special definitions for this section

<b>Business activity</b>	The activities shown in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest arising out of the death of any patient of <b>yours</b> .
<b>Malpractice</b>	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by <b>you</b> : a. in the performance of a <b>business activity</b> ; or b. in the course of a <b>samaritan act</b> .
<b>Libel or slander</b>	Any libel or slander which was committed by <b>you</b> without animosity.
<b>Public liability</b>	a. Any bodily injury, mental injury, illness, disease or death of any person; or b. physical loss of or injury to or destruction of tangible property (including the resulting loss of use of such property).
<b>Products liability</b>	Arising out of any goods or products supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>Identity fraud</b>	Someone or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Website</b>	Any website(s), intranet or extranet where <b>you</b> have full control over the content and which <b>you</b> run for the promotion of <b>your own business</b> .
<b>You / your</b>	Also includes any person who was, is, or during the <b>period of insurance</b> becomes, <b>your</b> business partner, director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of <b>your business</b> subject to <b>our</b> prior agreement, and the payment of any additional premium if applicable. <b>We</b> may amend the terms and conditions.

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## What is covered

Claims against you	If as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> or <b>your</b> employee or volunteer for any act: a. of <b>malpractice</b> , or giving rise to <b>public liability</b> or <b>products liability</b> ; or b. of negligence or breach of a duty of care; or c. of dishonesty of <b>your</b> individual business partners, directors, employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision; or d. of <b>libel or slander</b> or breach of confidentiality; occurring during the <b>period of insurance</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.
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## Combined medical malpractice, public and products insurance for therapists

### Policy wording

Additional cover	If during the <b>period of insurance</b> as a result of <b>your business activity</b> any party brings a claim against <b>you</b> arising from the content of <b>your</b> email or <b>website</b> (including its domain name, metatags and hyperlinks and the marketing and advertising of <b>your business</b> on the <b>website</b> ), but not connected with any professional <b>business activity</b> for a client, and due to <b>your</b> infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.
Defence costs	<b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Principals clause	<p>The interest of <b>your</b> contracted principal in this insurance is noted. <b>We</b> will indemnify <b>your</b> principal in accordance with the terms of this section up to the limit of indemnity shown in the schedule to the extent required by the contract, provided that <b>your</b> principal:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it; and</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Retroactive date	<p>If as a result of <b>your business activity</b> up to five years prior to inception of this <b>policy</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>Cover will only apply if:</p> <ol style="list-style-type: none"><li>a 'claims made' policy was in force at the time of the act giving rise to the claim; and</li><li><b>you</b> were not aware that the act was likely to lead to a claim against <b>you</b>.</li></ol>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt less <b>your</b> reasonable expenses.</p> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Losses from dishonesty	If in the performance of <b>your business activity</b> within the <b>geographical limits</b> , <b>you</b> suffer a loss from the act of dishonesty of <b>your</b> employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision, where there was a clear intention to cause <b>you</b> loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, <b>we</b> will indemnify <b>you</b> against <b>your</b> direct financial loss sustained during the <b>period of insurance</b> .
Court attendance	If <b>you</b> are required by <b>us</b> to attend court as a witness in connection with a claim which <b>we</b> have agreed is covered by this section and as a result lose earnings, <b>we</b> will provide <b>you</b> with compensation of up to £250 for each day on which attendance is required.

# Combined medical malpractice, public and products insurance for therapists

## Policy wording

### Loss of documents

If during the **period of insurance** as a result of **your business activity you** discover that any documents, the property of or entrusted to **you**, have been destroyed, irrecoverably damaged, lost or stolen, and after diligent search cannot be found, **we** will indemnify **you** for the cost of replacing or restoring such documents.

The expression 'documents' means deeds, wills, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method (other than bearer bonds, coupons, tickets, bank notes, currency notes, negotiable instruments, computer systems' records and medical records).

### Identity fraud

If during the **period of insurance** as a result of **your business activity you** discover **identity fraud**, **we** will indemnify **you** for the following reasonable and necessary expenses that **you** have to pay solely as a direct result of an **identity fraud**:

- a. solicitor's fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness **your** signature;
- b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- c. fees charged when **you** re-apply for a commercial loan that was originally rejected.

The most **we** will pay is £5,000 in any one policy period.

## What is not covered

### Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
  2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  4. transmission of a computer **virus**.
  5. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.
  6. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless **our** prior written agreement has been obtained.
  7. the infringement of any patent.
  8. any data or software unique to **your business**.

### Matters insurable elsewhere

9. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. employees' or visitors' vehicles or effects while on **your** premises;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. premises rented to **you**, for loss or damage not insured under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
  - d. loss of documents, as described under the **What is covered** part.
10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer, or any kind of discrimination, harassment or unfair treatment.
11. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

## Combined medical malpractice, public and products insurance for therapists

### Policy wording

	12. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
	13. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts.
Deliberate, reckless or dishonest acts	14. any act, breach, omission or infringement, which <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim for <b>your</b> own loss under the dishonesty cover in the <b>What is covered</b> part, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
	15. the performance of any <b>business activity</b> by <b>you</b> whilst under the influence of intoxicants or narcotics.
Date recognition	16. <b>date recognition</b> .
War, terrorism and nuclear	17. <b>war, terrorism or nuclear risks</b> .
Asbestos	18. <b>asbestos risks</b> .
AIDS and hepatitis	19. any claim or liability arising from hepatitis non-A or any condition directly or indirectly caused by, or associated with Human Immune Deficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.
Sexual misconduct	20. Actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of treatment or under the guise of treatment.
Patch testing	21. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment.
Teacher cover	22. <b>malpractice</b> arising from treatments provided by <b>your</b> students outside of <b>your</b> training establishment.
Claims brought by a related party	B. <b>We</b> will not make any payment for: <ol style="list-style-type: none"> <li>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</li> </ol>
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.
Consequential loss	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent. 4. any trading loss or trading liability including those arising from the loss of any client, account or <b>business</b> .
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Press, radio, or television	7. any communication or contribution to the press, radio or television unless previously agreed with <b>us</b> .

Pre-existing problems

8. any claim, potential claim or loss or payment which could be made under this section which **you** knew about , or ought reasonably to have known about, before **we** agreed to insure **you**.

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each claim, loss and **defence costs**, but the most **we** will pay for the total of all claims, losses and **defence costs** is the aggregate limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

### Your obligations

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify **us** promptly of the following when **you** first become aware of it:
    - i. **your** first awareness of any act which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
    - ii. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, dishonesty, error, omission, act, injury, illness, disease, death, loss, destruction, breach, **libel or slander**.
    - iii. every letter, claim, writ, summons or process against **you** for any actual or alleged **malpractice**, dishonesty, error, omission, act, injury, illness, disease, death, loss, destruction, breach, **libel or slander**.
    - iv. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any business partner, director, employee or self-employed freelancer has acted dishonestly.

Treatment conditions

- b. unless **you** at all times:
  - i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **us** or **our** duly appointed representatives; and
  - ii. retain the records referred to in 1.a above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority.
- c. for any claim unless any tool or implement used in the performance of your **business activity** which is intended to be in contact with bodily fluid (whether human or animal) or to penetrate tissue (whether human or animal) is handled, used and stored in accordance with the manufacturers' instructions. Where the equipment is suitable to be used more than once (i.e. approved by the manufacturer for that purpose) it must be sterilised prior to such use in accordance with Department of Health guidelines or equivalent.
- d. if **you** are unqualified unless **you** inform the patient prior to treatment that **you** are unqualified, and make no charge for the treatment.

Sunbeds and/or solaria

- e. for any claim directly or indirectly arising from the use of sunbeds and or solaria unless:
  - i. full instructions are given to clients as to the method of safe use of the equipment including the need to limit exposure time; and
  - ii. goggles are provided to protect the client's eyes; and
  - iii. clients have a shower on the premises immediately prior to using the equipment or sign a record card stating that they have had a bath or shower to remove all

oils, perfumes, deodorants and the like immediately prior to using the equipment; and

- iv. the use of the equipment is under the supervision of a responsible trained person; and
- v. aromatherapy is not given on the same day prior to the use of equipment; and
- vi. before using the equipment, the client is asked to sign a declaration that they;
  - 1. are not in an advanced state of pregnancy;
  - 2. do not suffer from high or low blood pressure or any circulation disorder;
  - 3. do not have any skin allergy;
  - 4. are not taking any tranquillisers or antibiotics or anti-tubercular drugs or anti-fungal agents or any anti-depressants;

and if they cannot sign such a declaration they are required to produce medical certificates stating they are not normally susceptible to the effects of sun treatment.

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| Hypnotherapy                            | f. for any claim directly or indirectly arising from or related to stage and/or entertainment hypnosis, hypnotherapy and/or past life regression, unless carried out for therapeutic purposes.  |
| Nails                                   | g. for any claim directly or indirectly arising from false nail application unless <b>you</b> check before applying the nails that the client is not allergic to acrylics or plastics.  |
| Ear piercing                            | h. for any claim directly or indirectly arising from ear piercing unless the ear piercing work is carried out on the soft non-cartilaginous part of the ear lobe, using a system designed to protect the gun instrument from contamination and <b>you</b> must use pre-sterilised ear studs and back clasps at all times. Minors must have their parent's or guardian's written consent.  |
| Fitness gym and/or aerobics instructors | i. for any claim directly or indirectly arising from <b>your</b> client undertaking any exercise or fitness training unless <b>you</b> ensure that a health screening form is completed by the individual client prior to the client undertaking such exercise or fitness training. If any medical condition is declared the client must obtain confirmation from their GP that the client can undertake the exercise or fitness training.  |
| Patch testing                           | <p>j. for any claim directly or indirectly arising from:</p> <ul style="list-style-type: none"> <li>i. any laser or IPL treatment; or</li> <li>ii. the application of false eyelashes; or</li> <li>iii. any eyelash or eyebrow tinting; or</li> <li>iv. any eyelash perming treatment,</li> </ul> <p>unless a skin patch test has been undertaken at least 24 hours prior to treatment in respect of:</p> <ul style="list-style-type: none"> <li>i. new clients to be treated; and</li> <li>ii. existing clients, where a year has passed since their last patch test; and</li> <li>iii. where the product or laser head has been changed since the client's last treatment.</li> </ul> <p>The results of each patch test should be recorded in writing on the client's record.</p> |
| Additional individual therapists        | <p>2. When dealing with <b>your</b> client or a third-party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p> <p>3. <b>We</b> will not make any payment for any claim or loss directly or indirectly arising from the performance of any <b>business activity</b> undertaken by any additional individual therapist unless:</p> <ul style="list-style-type: none"> <li>a. <b>you</b> have notified <b>us</b>;</li> </ul>   |

- b. **we** have given **our** prior agreement, and
  - c. **you** have paid any additional premium if applicable.
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**Extensions**

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| EU extension                                | 1. <b>We</b> will cover <b>you</b> under this section whilst <b>you</b> are practicing within the European Union (including Gibraltar) up to a maximum of 90 days in any <b>period of insurance</b> but only if <b>you</b> permanently reside in the United Kingdom, and the appropriate European Union extension additional premium has been paid to <b>us</b> .  |
| Temporary travel extension                  | 2. <b>We</b> will cover <b>you</b> under this section while <b>you</b> are temporarily abroad (but not within the USA or Canada) up to a maximum of 30 days in any one <b>period of insurance</b> , but only if <b>you</b> conform to the laws of the country / countries being visited, and only in respect of claims first brought against <b>you</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man and the appropriate worldwide extension additional premium has been paid to <b>us</b> .  |
| Work in British armed forces bases overseas | 3. <b>We</b> will cover <b>you</b> under this section while <b>you</b> are practising within the bounds of an overseas British armed forces base within the European Economic Area (including Gibraltar), but only if the claim is brought against <b>you</b> under English law.   |
| Teacher cover                               | 4. If the appropriate Teacher cover extension additional premium has been paid to <b>us</b> , and <b>you</b> undertake teaching activities directly connected with <b>your business activity</b> , and <b>you</b> hold the relevant qualifications for those teaching activities, <b>we</b> will cover <b>you</b> under this section in respect of: <ul style="list-style-type: none"><li>a. claims brought by <b>your</b> students or <b>your</b> students' clients against <b>you</b> for <b>public liability</b> directly arising from their attendance at <b>your</b> training establishment;</li><li>b. claims for <b>malpractice</b> and <b>products liability</b> directly arising from:<ul style="list-style-type: none"><li>i. treatments provided by <b>you</b> or <b>your</b> students whilst under <b>your</b> direct supervision;</li><li>ii. incorrect advice or teaching techniques provided by <b>you</b> to <b>your</b> students.</li></ul></li></ul> |

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.